

THE HONORABLE ROBERT J. BRYAN

U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

MARGARET DIBB, SHAUNA OVIST,
WENDY GONDOS, and TAMARA MORGAN
on behalf of themselves and on behalf of others
similarly situated,

Plaintiffs,

vs.

ALLIANCEONE RECEIVABLES
MANAGEMENT, INC.,

Defendant.

NO. 3:14-CV-05835-RJB

[PROPOSED] ORDER OF FINAL
SETTLEMENT APPROVAL

WHEREAS, on April 3, 2017, this Court entered its Order Granting Preliminary
Approval of Class Action Settlement (ECF No. 209) (the "Preliminary Approval Order"); and

WHEREAS, individual notice complying with Fed. R. Civ. P. 23 was sent to the last-
known address of each reasonably identifiable member of the Settlement Class, and where
follow-up procedures outlined in the Settlement Agreement and approved by the Preliminary
Approval Order have been completed; and

WHEREAS, a fairness hearing on final approval of the settlement was held before the
Court on July 31, 2017; and

WHEREAS, the Court being advised, finds that good cause exists for the entry of the
below Order; now, therefore

1 IT IS HEREBY FOUND, ORDERED, ADJUDGED AND DECREED THAT:

2 1. Unless otherwise provided herein, all capitalized terms in this Order shall have
3 the same meaning as set forth in the Settlement Agreement attached as Exhibit 1 to the
4 Declaration of Erika L. Nusser in Support of Preliminary Approval (ECF No. 207-1) and/or
5 Plaintiffs' Motion for Preliminary Approval (ECF No. 206).

6 2. The Court finds that notice to the Settlement Class has been completed in
7 conformity with the Preliminary Approval Order. The Court finds that this notice was the best
8 notice practicable under the circumstances, that it provided due and adequate notice of the
9 proceedings and of the matters set forth therein, and that it fully satisfied all applicable
10 requirements of law and due process.

11 3. The Court finds that notice of the Settlement Agreement has been provided to
12 the appropriate federal and state officials in accordance with 28 U.S.C. § 1715.

13 4. The Court finds it has personal and subject matter jurisdiction over all claims
14 asserted in this Litigation with respect to all members of the Settlement Class.

15 5. Pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure, the Court
16 certifies for settlement purposes only the following Settlement Class:

17 Umbrella Class: All persons who reside in the State of Washington
18 to whom AllianceOne sent, at any time between October 20, 2010
19 and March 17, 2017, a Notice of Dishonor of Check in connection
20 with an allegedly unpaid check, in a form substantially similar to
21 the one allegedly sent to Plaintiffs, or from whom AllianceOne
collected statutory collection costs, treble damages, court costs,
attorneys fees or interest on the underlying dishonored check.

22 FDCPA Sub-Class: All persons in the Umbrella Class whose check
23 was written to the Washington Department of Licensing to pay a
24 fee incurred primarily for personal, family or household purposes,
to whom AllianceOne sent a NOD of Check on or after October
25 20, 2013.

CPA Sub-Class: All persons in the Umbrella Class, to whom AllianceOne sent a NOD of Check on or after October 20, 2010 or from whom AllianceOne collected statutory collection costs, treble damages, court costs, attorney fees or interest on the underlying dishonored check.

6. “Settlement Class Members” include members of the Settlement Class that do not opt-out from the action. The Settlement Class also does not include any persons who validly request exclusion from the Class.

7. In connection with this class certification, the Court makes the following findings:

(a) The Settlement Class is so numerous that joinder of all members is impracticable;

(b) There are questions of law or fact common to the Settlement Class for purposes of determining whether this Settlement should be approved;

(c) Plaintiffs’ claims are typical of the claims being resolved through the proposed Settlement;

(d) Plaintiffs are capable of fairly and adequately protecting the interests of the Settlement Class Members in connection with the proposed Settlement;

(e) For purposes of determining whether the Settlement is fair, reasonable and adequate, common questions of law and fact predominate over questions affecting only individual Settlement Class Members. Accordingly, the Settlement Class is sufficiently cohesive to warrant settlement by representation; and

(f) For purposes of settlement, certification of the Settlement Class is superior to other available methods for the fair and efficient settlement of the claims of the Settlement Class Members.

8. The Court has appointed Margaret Dibb, Shauna Ovist, Wendy Gondos and Tamara Morgan as representatives of the Settlement Class.

9. The Court has appointed Terrell Marshall Law Group PLLC, the Law Office

1 Paul Arons, Leonard Law, and Leen & O'Sullivan PLLC as counsel for the Settlement Class.

2 10. No individuals have timely and properly excluded themselves from the Class,
3 and no Class Members have objected.

4 11. The terms set forth in the Settlement are approved as being fair, adequate, and
5 reasonable in light of the degree of recovery obtained in relation to the risks faced by the
6 Settlement Class in litigating the claims. The Settlement Class is properly certified as part of
7 this Settlement. The relief provided to the Settlement Class under the Settlement Agreement is
8 appropriate as to the individual members of the Settlement Class and as a whole.

9 12. The Court approves the payment of \$_____ in fees and costs to Class
10 Counsel as fair and reasonable based on the lodestar and percentage-of-the-fund methods,
11 which courts use to determine the reasonableness of fees. The Court reaches this conclusion
12 after analyzing (1) the number of hours Class Counsel reasonably expended on the litigation
13 multiplied by Counsel's reasonable hourly rates; (2) the substantial financial recovery for
14 Settlement Class Members (3) the diligent and efficient effort utilized by Class Counsel in
15 litigating the Class claims; (4) Class Counsel's substantial experience in complex litigation and
16 skill utilized to achieve the Settlement; and (5) the hurdles to certifying the Settlement Class
17 and proving liability and damages at trial. In the event that there are unclaimed settlement
18 funds after all Settlement Award checks have been cashed or voided, the balance shall be to *cy*
19 *pres* recipients, as set forth in the Settlement Agreement.

20 13. The Court approves the incentive and statutory damage payments of \$3,500 to
21 Plaintiffs Margaret Dibb, Shauna Ovist, Wendy Gondos and \$2,000 to Plaintiff Tamara
22 Morgan. This incentive award is reasonable and does not undermine Plaintiffs' adequacy as
23 the Class Representatives. Rather, this award reasonably compensates Plaintiffs for their time
24 and effort in serving as class representatives and assisting in the litigation.

25 14. The Settlement is binding on all Settlement Class Members.
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1 15. Each Settlement Class Member shall be entitled to receive a pro rata share of the
 2 Net Settlement Proceeds as set forth in Section IV.2 of the Settlement Agreement. Any
 3 Settlement Class Member who fails to cash or deposit a disbursement check issued to that
 4 member after a period of ninety (90) calendar days has elapsed from the date on which the
 5 disbursement check was issued will not receive a Settlement Award but will be bound
 6 nevertheless by the terms of the Settlement Agreement.

7 16. All Settlement Class Members are bound by the terms of the Settlement
 8 Agreement. As of the Settlement Agreement's Effective Date, all Settlement Class Members
 9 shall conclusively be deemed to have irrevocably released, relinquished, and forever discharged
 10 all claims against all released entities and individuals as set forth in the Settlement Agreement.
 11 The Settlement Agreement provides: "As of the Effective Date, Plaintiffs and each Releasing
 12 Party, their respective heirs, executors, administrators, representatives, agents, attorneys,
 13 partners, affiliates, successors, predecessors-in-interest, and assigns hereby release, resolve,
 14 relinquish, and discharge forever each of the Released Parties and their respective directors,
 15 officers, employees, heirs, executors, administrators, representatives, agents, attorneys,
 16 partners, affiliates, successors, parents, subsidiaries, predecessors-in-interest, insurers, and
 17 assigns from each of the Released Claims as defined below." The Settlement Agreement
 18 further provides that: "Released Claims means any and all claims, causes of action, suits,
 19 obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies,
 20 costs, expenses, and attorneys' fees of any nature whatsoever, whether known or unknown,
 21 suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent,
 22 liquidated or unliquidated, punitive or compensatory, that were brought or that could have been
 23 brought in the Action as of March 17, 2017, and that arise out of or relate in any way to
 24 Defendant's debt collection efforts based on the Notice of Dishonor forms identified in the
 25 November 2, 2106 spreadsheet produced by Defendant or on the underlying dishonored checks
 26 identified in the November 2, 2106 spreadsheet produced by Defendant, including, but not
 27

1 limited to, claims based on a violation of the FDCPA, CPA, and any other statutory or common
2 law claim.”

3 17. Neither this Order nor any aspect of the Settlement Agreement is to be construed
4 or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
5 Defendants, who specifically deny liability. Each of the Parties to the settlement entered into
6 the Settlement Agreement with the intention to avoid further disputes and litigation with the
7 attendant inconvenience and expenses.

8 18. Pursuant to the Settlement Agreement, Plaintiffs shall file a Stipulation of
9 Dismissal with Prejudice as to Defendant, in both this action and in *Morgan v. AllianceOne*
10 *Receivables Management, Inc.*, King County Superior Court, Case No. 16-2-26246-5 SEA,
11 within thirty (30) days after the Effective Date of the Settlement Agreement. The Court will
12 then dismiss this action with prejudice as to all Settlement Class Members.

13 19. The entry of this Order and any subsequent dismissal is without prejudice to the
14 rights of the Parties to enforce the terms of the Settlement Agreement and the rights of Class
15 Counsel to seek the payment of fees and costs as provided for in the Settlement Agreement.
16 Without affecting the finality of this Order, or the judgment to be entered pursuant hereto, in
17 any way, the Court retains jurisdiction over the claims against Defendants for purposes of
18 resolving any disputes that may arise under the Settlement Agreement.

19 DONE IN OPEN COURT this _____ day of _____, 2017.

20
21 _____
22 UNITED STATES DISTRICT JUDGE
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25
26
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1 Presented by:

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26 *Attorneys for Plaintiffs and Class Members*

CERTIFICATE OF SERVICE

I, Erika L. Nusser, hereby certify that on March 9, 2017, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

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DATED this 9th day of March, 2017.

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